

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF	PAGES
				1	7
2. AMENDMENT/MODIFICATION NO 004		3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQ. NO: N/A	5. PROJECT NO. (if applicable)	
6. ISSUED BY U.S. Department of Energy EMCBC, Office of Contracting 250 East 5 th Street Cincinnati, OH 45202		CODE	7. ADMINISTERED BY (if other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.		
		X	DE-RP30-08CC60025		
			9B. DATED (SEE ITEM 11)		
			9/26/08		
			10A. MODIFICATION OF CONTRACT/ORDER NO.		
CODE	FACILITY CODE		10B. DATED (SEE ITEM 13)		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods.

(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor X is not, ___ is required to sign this document and return ___ copies to the issuing Office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See the following pages.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Barry M. Page, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	1-21-09
		Barry M. Page	

The purposes of this amendment are to make minor clarifications and corrections to Sections C, H, L and M of the Request for Proposals (RFP) and to revise the clause pertaining to Key Personnel at H.17. Specific changes are as follows:

1. Section C.5.2.6, Material Transportation Security, is revised to read as follows (with revised text in *italics*):

C.5.2.6 Material Transportation Security

The Contractor shall be responsible for *operating shipment vehicles* and *protecting all on-site nuclear material movement*. *The Contractor shall be responsible for operating shipment vehicles* for classified off-site shipments. *The Contractor shall* be specially trained and qualified in offensive and defensive vehicular tactics. *Other material transportation security* support may include, but not be limited to, the following tasks:

- Coordinating and scheduling all on-site and off-site shipments of any Special Nuclear Material conducted by DOE and NNSA;
- Maintaining and operating shipment vehicles assigned to DOE/NNSA shipment program; maintaining and operating NNSA Safe Secure Transport (SST) vehicles in accordance with Office of Secure Transportation (OST) operations regulations;
- Maintaining Class A and Class B Commercial Drivers with Hazmat endorsement to operate shipment vehicles;
- Providing security for shipments on and off site of DOE assets;
- Providing training for qualified Commercial Drivers License (CDL) operators; and,
- Meeting all Department of Transportation requirements.

2. The title of Clause H.17 is changed from “KEY PERSONNEL” to “KEY PERSONNEL REPLACEMENT”. Clause H.17 is revised to read as follows (with revised text in *italics*):

H.17 KEY PERSONNEL REPLACEMENT

The personnel specified below are hereby considered “Key Personnel” for the purposes of DEAR Clause 952.215-70, Key Personnel, in Section I:

NAME	TITLE
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To be inserted at time of contract award

All designated Key Personnel, are considered to be essential to the work being performed hereunder. Unless approved in writing by the CO, no Key Personnel position will remain unfilled by a permanent replacement for more than 60 days.

The Contractor shall designate an individual responsible for the overall contract for work under the contract. The Contractor's individual responsible for the overall contract shall receive and execute, on behalf of the Contractor, such technical directions as the CO or COR may issue within the terms and conditions of the contract. Anytime any designated Key Personnel is replaced or removed for any reason under the Contractor's control within two (2) years of contract award, or within two (2) years of being placed in the position, whichever is later, the Contractor shall forfeit \$500,000 in fee if said Key Personnel is the individual responsible for the overall contract, and \$250,000 in fee for each occurrence with all other Key Personnel. Likewise, if within two (2) years of contract award, or within two (2) years of being placed in the position, whichever is later, any Key Personnel voluntarily resigns, the Contractor shall forfeit \$ 500,000 in fee if said Key Personnel is the Contractor's individual responsible for the overall contract, and \$250,000 in fee for each occurrence with all other Key Personnel. The Contractor may request, in writing, that the CO waive all or part of these reductions in fee, if special circumstances exist. The CO shall have unilateral discretion to waive or not to waive all or part of a fee reduction.

3. The first sentence of Paragraph (b) of Clause H.53, TRANSITION ACTIVITIES, is revised to read as follows (with revised language in italics and a strikethrough of deleted text):

(b) The Contractor shall submit a transition plan and budget to the Contracting Officer for approval within 5 working days after ~~award of~~ the contract start date.

4. The following revision is made to Attachment D to Section J, DOE/NNSA Directives and Other Related Documents:

Delete: DOE M 470.4-3 Chg 1 (Manual, 08/26/2005)
Protective Force

Insert DOE M 470.4-3A (Manual, 11/05/2008)
Contractor Protective Force

5. In Section L.4(d), the second paragraph in Key Personnel Resumes in Factor 1, Key Personnel, is revised to read as follows (with revised text in italics):

The Offeror shall submit a resume for each proposed key personnel employee. Each resume must follow the format shown in Attachment 7 to Section L and shall not exceed seven (7) *pages in length for the individual responsible for the overall contract and five (5) pages in length for all other proposed Key Personnel*. Resumes shall demonstrate the extent and quality of the individual's relevant experience, qualifications, applicable certifications and licenses, professional references and level of security clearance. Resumes for Key Personnel shall describe experience that is similar in size, scope and complexity to the requirements in the Statement of Work. Any information provided

beyond *seven (7) pages for the individual responsible for the overall contract and five (5) pages for all other Key Personnel* will not be evaluated. Upon award, the Key Personnel will become part of the Clause H.17 entitled *Key Personnel Replacement*.

6. Table L.1 of Section L.5(e) is revised as follows (with revised text in italics and a strikethrough of deleted text):

Table L.1—Proposed Costs for Prescribed Protective Force Staffing (\$M)

	Fiscal Year										
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	TOTAL
<i>Prescribed Protective Force Staffing for Specified Areas</i>	\$38.0	\$52.5	\$54.4	\$56.4	\$58.5	\$60.7	\$62.9	\$65.3	\$67.7	\$70.1	\$586.5

~~*Security Police Officer (SPO)~~

Note the amount for Fiscal Year 2010 reflects nine months and does not include the transition period.

7. In Table L.2 of Section L.5(e), the information for Section C.5.2.1, Special Response Team, is revised as follows (with revised text in italics):

SOW Section	Prescribed Pro Force FTEs*	Description of Prescribed*	Non-Prescribed Pro Force FTEs**	Support Personnel FTEs**
C.5.2.1 Special Response Team	121	105 SPO <i>III</i> 1 Commander 8 Sergeants 7 Lieutenants	7	3

8. The due date for receipt of proposals is hereby extended in Section L.6(a) as follows (with revised text in italics)

- (a) All envelopes, packages and/or boxes containing proposals shall be marked with the following notice:

**TO BE OPENED BY ADDRESSEE ONLY. THIS IS A PROPOSAL
SUBMITTED UNDER SOLICITATION NO. DE-RP30-08CC60025.**

Proposals sent via U.S. Mail or commercial couriers such as FedEx as well as hand carried proposals shall include the following additional markings:

FROM: [Offeror's Name]
[Offeror's Business Address]

TO: U.S. Department of Energy
Environmental Management Consolidated Business Center
250 East 5th Street, Suite 500
Cincinnati, OH 45202
Attn: Mr. Barry M. Page
Solicitation No.: DE-RP30-08CC60025
Due Date: February 18, 2009, 2:00 p.m. EST

9. The language at the bottom of Attachment 7 to Section L, Resume Format, is revised as follows:

Delete: RESUME MUST NOT EXCEED THREE (3) PAGES IN LENGTH

Insert: RESUME MUST NOT EXCEED SEVEN (7) PAGES IN LENGTH FOR THE INDIVIDUAL RESPONSIBLE FOR THE OVERALL CONTRACT AND FIVE (5) PAGES IN LENGTH FOR ALL OTHER KEY PERSONNEL.

10. Under Section M.4(a), Factor 1, Key Personnel, the language for Key Personnel Oral Presentations is revised to read as follows (with a strikethrough of deleted text):

(2) Key Personnel Oral Presentations: The Government will evaluate the Offeror's Oral Presentations based on the Key Personnel employees' responses to the three (3) managerial scenarios ~~and interview questions~~. In evaluating the responses, DOE will consider:

- The demonstrated level of understanding for the management challenges posed by the problem ~~and interview questions~~;
- The demonstrated quality of teamwork observed throughout the process;
- The degree to which the Offeror's oral response is consistent with the Offeror's written proposal;
- The viability of the Offeror's responses; and
- The quality and effectiveness of Offeror's communication.

11. Attachment 4 to Section L, REQUIRED COST TEMPLATES, has been revised to correct Work Breakdown Structure reference C.6, Interfaces with Site Users.

12. Attachment 5 to Section L, HISTORICAL COST INFORMATION, has been revised to correct the total overtime hours.

13. Under Section M.4(a), the title of Factor 2 is changed from "Corporate Experience" to "Relevant Experience".

14. Under Section M.4(a), Factor 3, Technical Approach, the second paragraph is revised to read as follows (with revised text in italics):

DOE will evaluate the Offeror's demonstrated understanding of implementing and maintaining special response team (SRT), aviation, and canine operations capability. DOE will also evaluate the Offeror's understanding of and capability to provide ~~safe and efficient Special Nuclear Material (SNM) material transportation; and effective explosive and chemical/biological response and instruction.~~

15. Under Section M.4(a), Factor 3, Technical Approach, the fourth paragraph is revised to read as follows (with revised text in italics and a strikethrough of deleted text):

DOE will evaluate the effectiveness of the Offeror's approach to protect classified matter, ensure effective computer/operations security (OPSEC), employ technical security countermeasures, and provide high quality support to the site's *security* ~~safety~~ programs. DOE will also evaluate the Offeror's approach to providing a Performance Testing Program for its demonstrated capability to meet the requirements of applicable DOE directives and ensure high quality personnel security activities. DOE will evaluate how well the proposal demonstrates the knowledge necessary to implement and maintain a Safeguards and Security Self-Assessment (S&SSA) Program that will address the requirements of all applicable SOW functions and ensure effective operations.

16. The language under Section M.4(a), Factor 4, Business Approach, is revised to read as follows (with revised text in italics and strikethroughs of deleted text):

4. Factor 4 – Business Approach:

DOE will evaluate how well the Offeror's approach can be expected to result in operational effectiveness *and* continuous improvement, ~~and cost efficiencies~~ while accomplishing all contract requirements. Evaluation will also address the feasibility of the Offeror's approach to identifying risks associated with its management strategy for the protective force, its demonstrated understanding of the potential impact of these risks, and the effectiveness of any strategies proposed to minimize these risks. Additionally, DOE will assess the effectiveness of the Offeror's approach to recruit and retain highly skilled personnel and the commitment and/or available resources of Offeror's parent organization to support its efforts at SRS. This will include an analysis of the Offeror's proposed pay and benefits plan (including benefits and salary administration, pension, medical) for all incumbent transitioned employees and newly hired employees. DOE will evaluate the level of detail provided for the Offeror's organizational chart and the demonstrated ability of this structure to allocate resources to meet contractual requirements. This will include an analysis of the Offeror's discussion regarding the ~~program manager's~~ *role of the individual responsible for the overall contract* and the demonstrated effectiveness of ~~this individual the program manager~~ in obtaining support from other corporate elements within the Offeror's organizational structure. DOE will also evaluate the level of detail provided in the Offeror's discussion of how Key Personnel will be utilized.

~~DOE will also analyze how effectively the Offeror proposes to coordinate its operations with other site operating contractors and governmental entities to ensure security requirements are met with minimum operational impact.~~ In addition, the Government will evaluate the effectiveness of the Offeror's approach to working with and resolving employee collective bargaining issues. DOE will evaluate the acceptability of the Offeror's approach plan for transition of the work and the workforce from the beginning of the transition period through full implementation and the extent to which it will minimize impacts on continuity of operations. Additionally, DOE will evaluate how competently the Offeror will collect and maintain routine records and how effectively it will manage personal property and equipment.